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7 **IN THE UNITED STATES DISTRICT COURT FOR THE**
8 **NORTHERN MARIANA ISLANDS**

9
10 **DONGBU INSURANCE COMPANY,**
10 **LTD.,**

9 **Civil Action No. 08-0002**

11 **Plaintiff,**

12 **v.**

13 **OKP (CNMI) CORPORATION and**
14 **JOAQUIN Q. ATALIG,**

15 **Defendants.**

11 **AFFIDAVIT OF**
12 **CECILIA A. ANAS**
13 **(June 25, 2008)**

14 **Notice of Hearing:**

15 **July 10, 2008**

16 **1:30 p.m.**

17 I, CECILIA A. ANAS, having been duly sworn, state as follows:

18 1. I am the Surety Division Manager of Moylan's Insurance Underwriters' Guam
19 office ("Moylan's") and I have held this position continuously since 2003, and been
20 working at Moylan's continuously since 1971.
21 2. I am over the age of eighteen years and competent to make this Affidavit. I make
22 the following statements based on personal knowledge unless specifically indicated
23 otherwise below.
24 3. Mr. Chen came to my office (on Guam) in December 2005 to request insurance

1 coverage in connection with OKP (CNMI) Corporation's ("OKP") planned project
2 at the Rota International Airport.

3 4. Mr. Chen showed me several pages from what he indicated was a contract between
4 OKP and the Commonwealth Ports Authority ("CPA") for OKP to perform the
5 expansion of the Rota International Airport, and he indicated that this was the
6 insurance coverage that the CPA contract required OKP to obtain.
7
8 5. Dongbu Insurance Company, Ltd. ("Dongbu") then issued insurance coverage to
9 OKP in response to Mr. Chen's request. This coverage included the contractor's all
10 risk and automobile liability policies that are the subject of this lawsuit.
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12 6. Mr. Chen never told me that OKP had already leased real property on Rota from Mr.
13 Atalig or anyone else for use as a barracks or staging area, and in fact, he never
14 indicated or suggested in any manner that OKP required any insurance coverage on
15 Rota other than what the CPA contract required.
16
17 7. I recall Mr. Chen visiting my office sometime in late March or April 2006 to discuss
18 other insurance business unrelated to OKP's contract with CPA to expand the Rota
19 International Airport. As Mr. Chen notes in his Declaration, he did not bring up the
20 lawsuit that Mr. Atalig had filed against OKP and others—I did. I mentioned that I
21 had seen the article in the newspaper and we agreed the lawsuit seemed ridiculous.
22
23 8. Mr. Chen never stated or in any manner implied that OKP was tendering the defense
24 of the lawsuit to Dongbu or anyone else, or that OKP or he were even suggesting or
25 inquiring whether the policies Dongbu issued to OKP in connection with the CPA
26 contract to expand the Rota International Airport had any conceivable applicability

1 to the lawsuit. Mr. Chen also never stated or implied that Moylan's or Dongbu
2 should do any investigation or anything else in connection with the lawsuit.

3 Additionally, I never stated or implied that Dongbu or Moylan's would investigate
4 the matter or look into whether there was any coverage under any of the policies
5 Dongbu issued in connection with the CPA contract. Instead, the discussion was
6 merely one where we were agreeing that it was unfortunate that OKP had been sued,
7 and the implication was clearly that the lawsuit had nothing to do with the Dongbu
8 policies.

9 9. Also, this was the first discussion that anyone from OKP had with anyone at
10 Moylan's or Dongbu regarding the Atalig lawsuit and the underlying alleged
11 damage to the Atalig land. More specifically, there is no record of any claim or
12 accident report or anything of that nature having been made by OKP in December
13 2005, or anytime in 2006 before the facsimile referred to in the next paragraph of
14 this affidavit.

15 10. Review of my file indicates that I received a facsimile on or about August 14, 2006
16 from OKP providing notice of the lawsuit filed against OKP and others by Mr.
17 Atalig (the "Atalig" lawsuit), and indicating that OKP had already retained counsel
18 to represent it.

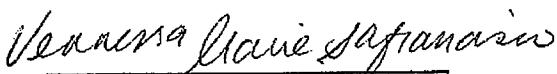
19 11. Review of the file further indicates that on or about September 6, 2006, Mr. Chen
20 visited my office to drop off a demand letter from Mr. Quichocho, and left word not
21 to worry about it. Approximately a week later, Mr. Chen came by and said OKP's
22 lawyers have already come to an agreement with Dr. Hocog and the problem was
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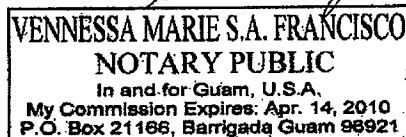
now resolved. He further said that we (meaning Moylan's and Dongbu) do not have
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2 to do anything about the documents that had been forwarded to us.

3 I declare under penalty of perjury that the foregoing is true and correct. Signed this 25th day
4 of June, 2008 on Guam.

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6 CECILIA A. ANAS
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9 Guam Notary Block:

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